

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 19
LEASE AMENDMENT	TO LEASE NO. GS-11B-02106
ADDRESS OF PREMISES Founder's Square 675 N Randolph Street Arlington, VA 22203	PDN Number:

THIS AMENDMENT is made and entered into between ASHTON PARK ASSOCIATES I, LLC

whose address is: 4075 Wilson Blvd, Ste 440
Arlington, VA 22203

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect the parties' agreement to construct an Exterior Screening Facility ("Facility"), effective upon the execution of this Lease Amendment (LA), as follows:

1. **Scope:** The Lessor agrees to the construction of the Facility as requested by the Government. All terms and conditions, including payment and performance obligations related to the construction of the Facility shall be established in a separate contract between the Government and the Lessor. Other than the terms set forth in this Lease Amendment, the Lessor shall receive no additional consideration for the Facility under this Lease. All consideration described herein will be effective upon the Government's acceptance of the Facility, which will be memorialized in a subsequent Lease Amendment.
2. **Square Footage:** For the purposes of this Lease Amendment, the parties agree the square footage of the Facility is 1,280 BOMA Rentable Square Feet (BRSF.) Therefore, the Lease Premises shall increase from 352,740 BRSF to 354,020 BRSF; however, the ANSI/BOMA Office Area square feet (ABOA SF) shall be unchanged and remain 302,855.40 ABOA SF. Thus, as defined by Paragraph 3.11 of the Solicitation for Offers (SFO), the Common Area Factor is determined to be 1.16898083, calculated as follows: 354,020 BRSF/302,855.40 ABOA SF.

This Lease Amendment, including all attachments, contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
Signature: _____
Name: John G. Sheeshan
Title: Manager
Entity Name: Ashton Park Associates, LLC
Date: 8/12/20

FOR THE GOVERNMENT:

(b) (6)
Signature: _____
Name: Kevin Morrison
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: October 7, 2020

WITNESSED FOR THE LESSOR BY:

(b) (6)
Signature: _____
Name: Scott Vance
Title: Senior Controller
Date: 8/12/20

3. **Equitable Adjustment:** In consideration for the addition of the Facility to the Premises, the annual rent shall increase by (b) (4) (subject to the limitations as set forth below). The components of the annual rent will be adjusted as follows:
- The operating cost base shall increase by (b) (4) ("Reset Operating Cost Base") to reflect Lessor's additional operating costs associated with providing services to the Facility in accordance with the Lease and GSA Form 1217.
 - The Shell Rent shall increase by an amount not to exceed (b) (4) to reflect Lessor's actual insurance cost increase directly attributable to the addition of the Facility to the Premises. After the Facility is completed, if the Lessor's actual insurance cost increases associated with the Shell Rent are less than (b) (4) the Shell Rent increase shall reflect the lesser amount, to be finalized in a subsequent LA.
 - The operating rent shall increase by (b) (4)
 - The next CPI adjustment is due December 23, 2020. If the Facility is substantially complete and accepted by the Government before December 23, 2020, the CPI adjustment effective as of December 23, 2020 will be calculated using the Reset Operating Cost Base in accordance with the terms set forth in Paragraph 3.7 of the SFO.
 - If the Government accepts the Facility after December 23, 2020, the CPI adjustment effective as of December 23, 2020 will be calculated using the preexisting operating cost base established by LA 5 and in accordance with the terms set forth in Paragraph 3.7 of the SFO. If the Facility is substantially completed and accepted by the Government after December 23, 2020, but before December 23, 2021, after acceptance of the space, the Government will adjust the operating rent and annual rent set forth above to account for the operating cost adjustment made on December 23, 2020.
4. **Repair, Replacement and Maintenance for the Facility:** The Government accepts financial responsibility for repair and maintenance of the Facility after the conclusion of the Lessor's warranty period until the expiration of the lease term.
- Notwithstanding the preceding, the Lessor shall perform all repair and maintenance work on the Facility at the Government's cost and expense.
 - As the Facility is part of the Leased Premises, the Lessor shall be responsible for providing the services identified in Paragraph 3 above, and monitoring the Facility as it would the other building areas.
5. **Percentage of Occupancy:** As a result of the construction of the Facility, the building's BRSF will increase. Thus Section 6.D of the SF-2 is hereby deleted in its entirety and replaced with the following:
- D. For purposes of Paragraphs 3.5 and 3.6 of the SFO, the Government's percentage of occupancy is 100%, based on occupancy of 354,020 BRSF in a building of 354,020 BRSF. Evidence of payment of taxes shall be furnished as provided by Paragraph 3.5.D of the SFO. Any change in percentage of occupancy or the amount of space shall be reflected in a Lease Amendment.
6. **Restoration:** Upon expiration of the Lease, the Government is not required to restore the Facility (i.e. demolish the structure or remove equipment or fixtures). The Lessor waives all claims against the Government for waste, damages, or restoration arising from or related to the Government's normal and customary use of the Facility during the term of the Lease (including any extensions thereof).
7. **Waiver of Setback:** Notwithstanding anything contained within the SF-2 or SFO or anywhere else in the Lease, the requirement for an 82' minimum standoff distance as specified in the Department of Defense Unified Facilities Criteria, is hereby waived by the Government, and the Lessor shall not bear any responsibility, liability or obligation arising from any future act, damage or destruction arising from or related to the waiver of this requirement.

INITIALS (b) (6) & (b) (6)
LESSOR GOV'T